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Attorney for Debtor Amin J. Britt

In Re:

AMIN J. BRITT

Case No.: 18-29578-(SLM)

Chapter: 13

Hearing Date: January 9, 2019

Judge: Honorable Stacey L. Meisel

**CERTIFICATION OF DEBTOR IN
OPPOSITION TO CREDITOR
SOUTHSIDE NSP'S MOTION TO
VACATE THE AUTOMATIC STAY**

I, AMIN J. BRITT, being of full age, do hereby certify as follows:

1. I am the Debtor in the within matter and I make this Certification based on my own personal knowledge of the facts and circumstances surrounding the within motion, which was filed by Southside, NSP, for relief from the automatic stay, so they can foreclose on my home.

2. My Voluntary Petition and Schedules were filed on October 1, 2018 (Dkt. 1).

3. On November 7, 2018, I filed a Modified Chapter 13 Plan – Before Confirmation (Dkt. 12).

4. Contained in this Modified Plan are adequate protection payments, in the full amount of my traditional monthly mortgage payment prior to this bankruptcy (**\$1,845.46 per month**). These payments are paid outside of the Plan directly to SN Servicing Corporation (Dkt. 12).

5. SN Servicing Corp. is listed in my Plan, rather than Southside, NSP, because my mortgage statements come from SN Servicing Corp., not Southside, NSP. Annexed hereto and

marked as **Exhibit “A”** are mortgage statements from December 2018 (p. 1) and November 2018 (p. 2), clearly evidencing same. Therefore, my adequate protection payments are being sent to the company from whom I get mortgage statements.

6. Part 4 of my Plan lists **\$37,731** as the cure amount to SN Servicing Corporation, paid at 3.729% interest, with total Plan payments of **\$41,731** (Dkt. 12, p. 4).

7. Exhibit “A” evidences that as of December 1, 2018, my total amount due was **\$40,243.55** (*see* Ex. “A”, *supra*. p. 1). This sum includes November’s monthly payment and December’s monthly payment.

8. When I first attempted to make adequate protection payments for November and December, they were being rejected by SN Servicing Corporation, with the claim that SN Servicing Corp. was unable to locate my account. That is why Exhibit “A” shows arrears of \$40,243.55. I have since contacted SN Servicing Corporation and they corrected the issue on their end and they are now accepting my payments.

9. Therefore, as of the date I am signing this Certification (December 11, 2018), I am up to date with my adequate protection payments and the cure amount listed in my Plan (\$37,731) should be approximately \$1,000 more than my actual cure amount. This will, I am sure, be reflected in my January 2019 statement when I receive same.

10. In the meantime, simple math evidences that two payments of \$1,846 (I round up to the next dollar when I make the payments) equals \$3,692. The arrears listed in my December mortgage statement is \$40,243.55. $\$40,243.55 - \$3,692 = \$36,551.55$. I listed **\$37,731** as the Cure Amount in Part 4 of my Plan, paid at 3.729% interest, for a total Plan payment of **\$41,731** (Dkt. 12, p. 4).

11. On October 19, 2018, the subject Motion for Relief from the Automatic Stay was filed by Southside NSP (Dkt. 11). In that filing, and again in Southside's Reply Letter Brief (Dkt. 20), Southside alleges that (a) they do not receive adequate protection during my bankruptcy proceeding, (b) the servicing company listed in my filings is incorrect and (c) they are entitled to Relief from the Automatic Stay, because a final judgment was entered by the Superior Court of New Jersey (*See* Dkt. 20 at 1).

12. I am not sure what went on between Southside and their attorney, but their facts and law are both incorrect. I will leave the law part to my attorney, who is filing a letter brief to accompany this Certification. However, as for the factual misstatements of Southside, I offer the following:

13. A plain reading of the two statements contained in Exhibit "A" clearly shows that the payment due on November 1, 2018 was **\$1,845.86**, and the payment due on December 1, 2018 was **\$1,785.59**. Therefore, the adequate protection payments listed in my Plan (**\$1,845.46**) are more than was due on December 1st and within 40 cents of what was due on November 1st. Consequently, Southside's claim that they do not receive adequate protection during my Plan is factually incorrect, since my Plan calls for full monthly mortgage payments to SN Servicing Corp., which is the company from whom I receive mortgage statements.

14. December's monthly mortgage statement from SN Servicing Corp. alleges "The Payment Amount does not include any amount that was past due before you filed for bankruptcy." (*See Id.*) However, the Explanation of Amounts Due (which is written just above that sentence) delineates my arrears from **May 1, 2017 until December 1, 2018** (*See Id.*). Southside confirms in their Reply Memorandum that my loan has been in default since May 2017 (*see* Dkt. 20 at 2). My bankruptcy was filed on October 1, 2018 (Dkt. 1); therefore, obviously the Explanation of

Amounts Due includes all arrears for my home mortgage, not just post-petition arrears. This kind of “shuck and jive” is commonplace when dealing with my mortgage company, as the Court can witness for itself based on the misrepresentations made by Southside in the present motion.

15. Southside’s motion and Reply Memorandum are filed in bad faith. Southside claims that (a) my Plan does not provide them with sufficient adequate protection payments and (b) I am “disregarding the fact that Debtor must pay Movant the Final Judgment amount, not some arbitrary arrears.” (Dkt. 20 at 1).

16. Southside’s first argument fails because, as explained above, Southside is receiving adequate protection payments in an amount equal to my pre-arrears monthly mortgage payments, which is also equal to, or more than, the monthly payments requested in my statements.

17. Southside’s second argument fails because the cure amount listed in my Plan is not “arbitrary”; it’s *more than* my actual cure amount and it is being paid with interest.

18. Southside will not be prejudiced if their motion is denied and my Plan is confirmed; conversely, they will be made whole. Alternatively, if Southside’s motion is granted, they will have the ability to conduct a Sheriff’s Sale immediately. Law and equity thus strongly favor denial of Southside’s motion and confirmation of my Plan.

I hereby certify the foregoing statements made by me are true to the best of my knowledge, belief and understanding. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/11/18

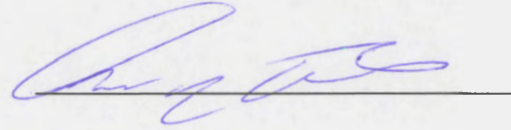
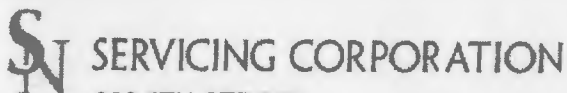


Exhibit A



323 5TH STREET
EUREKA CA 95501

AMIN BRITT
23 WALTER ST
BLOOMFIELD, NJ 07003

Account Information - Statement Date: 11/7/2018	
Account Number	0000281519
Post-Petition Payment Due Date	5/1/2017
Post-Petition Total Amount Due	\$40,243.55
\$37.70 late fee may be charged on or after 12/17/2018	
Outstanding Principal	\$234,260.86
This is not the amount to pay off your loan	
Interest Rate	3.729%
Prepayment Penalty	No
Escrow Balance	-\$16,195.21

Past Payment Breakdown		
	Paid Since 10/4/2018	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$0.00

Bankruptcy Message

Our records show that you are a debtor in bankruptcy. We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If your bankruptcy plan requires you to send your regular monthly mortgage payments to the Trustee, you should pay the Trustee instead of us. Please contact your attorney or the Trustee if you have questions.

If you want to stop receiving statements, write to us.

Explanation of Amount Due (Post-Petition Payment)

Due Date	Principal	Interest	Escrow	Other Funds	Total
5/1/2017	\$214.55	\$727.97	\$903.34	\$0.00	\$1,845.86
6/1/2017 - 11/1/2018	\$3,978.03	\$12,987.33	\$16,199.85	\$0.00	\$33,165.21
12/1/2018	\$227.58	\$714.94	\$843.07	\$0.00	\$1,785.59
Total Payments Due					\$36,796.66
Total Fees and Charges					\$3,446.89
Total Amount Due					\$40,243.55

The Payment Amount does not include any amount that was past due before you filed for bankruptcy.

Customer Service: (800) 603-0836

Website: borrower.snsr.com * Email: customerserv@snsr.com

Important Messages

Statement includes transactions through 11-07-2018.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report.

We have not received all of your mortgage payments due since you filed for bankruptcy.

This statement may not show recent payments you sent to the Trustee that the Trustee has not yet forwarded to us. Please contact your attorney or the Trustee if you have questions.

Housing Counselor Information: If you would like counseling or assistance, you can contact the following:

- U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sth/hcc/hcs.ctm> or call 800-569-4287.

Summary of Amounts Past Due Before Bankruptcy Filing (Pre-Petition Arrearage)

Paid on or after 10/4/2018	\$0.00	Amounts have not been Finalized
Total Paid During Bankruptcy	\$0.00	
Current Balance	\$0.00	

Other Balances

Description	Balance
3rd PPS Corp Advance	\$231.94
Foreclosure Expense	\$100.00
Late Fees	\$188.50
Prior Serv Corp Adv	\$2,695.65
Prior Serv Late Chrg	\$150.80
Prior Servicer NSF	\$80.00

Transaction Activity (10/4/2018 to 11/7/2018)

Date	Description	Charges	Payments
10/17/2018	Late Charge Assessment	\$37.70	
10/30/2018	Escrow Adjustment	\$11,098.82	
10/30/2018	Prior Serv Esc Adv Waiver	-\$11,098.82	

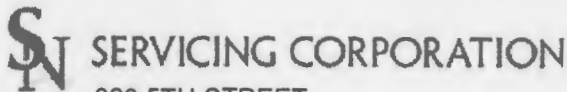


Detach at Perforation



Payment Coupon

Please return with your check payable to: SN Servicing Corporation



323 5TH STREET
EUREKA CA 95501

AMIN BRITT
23 WALTER ST
BLOOMFIELD, NJ 07003

Account Information - Statement Date: 10/3/2018	
Account Number	0000281519
Payment Due Date	5/1/2017
Total Amount Due	\$49,579.35
\$37.70 late fee will be charged on or after 11/17/2018	
Outstanding Principal	\$234,260.86
This is not the amount to pay off your loan	
Interest Rate	3.729%
Prepayment Penalty	No
Escrow Balance	\$0.00

Past Payment Breakdown		
	Paid Since 9/6/2018	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes and Insurance)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$0.00

**** Delinquency Notice ****
You are late on your mortgage payments. A first notice or filing for a foreclosure action has been initiated. Failure to bring your loan current may result in fees and foreclosure -- the loss of your home. As of October 3, 2018, you are 519 days delinquent on your mortgage loan. This is your **Recent Account History**:
* Payment due 05/01/2018
* Payment due 06/01/2018
* Payment due 07/01/2018
* Payment due 08/01/2018
* Payment due 09/01/2018
* Payment due 10/01/2018
* Current Payment due 11/01/2018: \$1,845.86
* **Total: \$49,579.35 due. You must pay this amount to bring your loan current.**

Explanation of Amount Due					
Due Date	Principal	Interest	Escrow	Other Funds	Total
5/1/2017	\$214.55	\$727.97	\$903.34	\$0.00	\$1,845.86
6/1/2017 - 10/1/2018	\$3,751.15	\$12,271.69	\$15,356.78	\$0.00	\$31,379.62
11/1/2018	\$226.88	\$715.64	\$903.34	\$0.00	\$1,845.86
Total Payments Due					\$35,071.34
Total Fees and Charges					\$14,508.01
Total Amount Due					\$49,579.35

Customer Service: (800) 603-0836
Website: borrower.snsr.com * Email: customserv@snsr.com

Important Messages
Statement includes transactions through 10-03-2018. Reinstatement figures are subject to change. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report.

If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, this correspondence is not and should not be construed to be an attempt to collect such a debt as your personal liability, but is instead a step in the enforcement of a mortgage lien against your property.

Housing Counselor Information: If you would like counseling or assistance, you can contact the following:

- U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

Other Balances	
Description	Balance
3rd PPS Corp Advance	\$231.94
Foreclosure Expense	\$100.00
Late Fees	\$150.80
Prior Serv Corp Adv	\$2,695.65
Prior Serv Esc Adv	\$11,098.82
Prior Serv Late Chrg	\$150.80
Prior Servicer NSF	\$80.00

Transaction Activity (9/6/2018 to 10/3/2018)			
Date	Description	Charges	Payments
9/17/2018	Late Charge Assessment	\$37.70	



Detach at Perforation



Payment Coupon

Please return with your check payable to: SN Servicing Corporation